White Label Agreement - Maian Responder

This licence agreement is a legal agreement between the person, company, or organization that has licenced this software ("you" or "customer") and MAIAN MEDIA ("D.I BENNETT", "we" or "us"). By installing, copying and/or otherwise using the software ("Maian Responder"), the customer accepts the software and agrees to the terms of this agreement.

Read it carefully before completing the installation process and using the software. By installing and/or using the software, you are confirming your acceptance of the software and agreeing to be bound by the terms of this agreement. If you do not agree to be bound by these terms, or do not have the authority to bind the customer to these terms, then do not install and/or use the software.

The software is protected by copyright laws and international treaties. All title and intellectual property rights in and to the software are owned by MAIAN MEDIA. The software is hereby made available for use (licenced), not sold.

This licence agreement shall apply only to the software supplied by MAIAN MEDIA here, regardless of whether other software is referred to or described herein.

This agreement supercedes any information show on the white label page in the Maian Responder documentation and is final.

Upon the terms and conditions of this Agreement, MAIAN MEDIA grants you a non-exclusive licence to use the Software on unlimited installations / urls and to resell the software as your own with the following restrictions:

You ARE permitted to:

- Remove all references to MAIAN MEDIA and/or DAVID IAN BENNETT (Software Creator).
- Sell the system as your own at any price on any website. ie: Ebay.
- Make modifications to suit your own requirements.
- Sub licence the software to another company.
- Integrate the software with any 3rd party software.
- Create, sell and distribute the software as your own with no attribution or accreditation to MAIAN MEDIA.
- Set up and market the sofware as a subscription based system

You are NOT permitted to:

- Use the Software in violation of any international law or regulation.
- Make any reference to MAIAN MEDIA or DAVID IAN BENNETT as a partner.
- Sell the system with any reference to "MAIAN" in the title.
- Offer the system for free as a direct competitor for Maian Responder.
- Make a copy of the Maian Responder website for your own marketing purposes.
- Use any Maian Responder material for your own marketing purposes.
- Transfer the white label licence to another third party

NOTE: Once a white label licence has been issued and accepted and the white label version has been received via email in ZIP format no refunds can be offered.

MAIAN MEDIA provides 3 months free priority support for this licence. Further support can be purchased as per the terms on the Maian Responder website (maianresponder.com).

Upgrades are not available after purchase and the white label licence is valid for all versions up to the version

purchased. It is your own responsibility to maintain the system and fix any bugs as you are marketing the system as your own. MAIAN MEDIA are not responsible for any issues that arise from your rebranded software and MAIAN MEDIA are not responsible in ensuring your rebranded software is kept up to date.

The Software (including, but not limited to Maian Responder, and 1st party modules/components/plugins developed by MAIAN MEDIA), documentation, any error corrections, all copyrights, trade secrets, trademarks and other intellectual property rights protecting or pertaining to any aspect of the Software are the property of MAIAN MEDIA.

All modifications or enhancements or DERIVATIVE works based on the Software whether created by MAIAN MEDIA or you are the property of MAIAN MEDIA.

Any additional modules, plugins, skins, applications, files and/or scripts for use with the Software, which are created from scratch by you or a third party, are property to you or the respective third party.

Maian Responder includes certain code snippets, classes, add-ons under appropriate licence and those licences are viewable within the distribution for your acknowledgement. Please review these within the first 30 days of your purchase.

The Software is protected under copyright and other laws and international treaty provisions (i.e. Berne Convention, Special 301 provisions of the 1988 U.S. Trade Act, NAFTA provisions, WTO TRIPS Agreement).

You agree that you will not, at any time, contest anywhere in the world MAIAN MEDIA'S ownership of the Software, nor will you challenge the validity of MAIAN MEDIA'S rights in the Software.

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The Software contains software developed, distributed and/or licenced by third parties. The terms and conditions associated with such software are expressly stated in the Software, and you must use such software under such terms and conditions.

Termination for convenience

You may terminate this Licence for any reason, or for no reason, by destroying all copies of the Software. MAIAN MEDIA may terminate this licence for any reason, or for no reason upon notifying you.

Termination for cause

MAIAN MEDIA may terminate this licence if you breach your obligations hereunder. MAIAN MEDIA will effect such termination by giving you notice of termination, specifying therein the alleged breach.

Effect of termination

Upon termination of this Licence for any reason the following terms shall apply: (a) all rights granted under this Licence will immediately terminate and you must stop all use of the Software within 10 (ten) days, (b) you must destroy all copies of the Software, and will, within ten (10) days after the effective date of termination, provide MAIAN MEDIA with written confirmation of the fact that all such copies have been returned or destroyed;

Please sign below to acknowledge that you agree to the terms and conditions set out by this licence. You may scan this PDF, sign and rescan/ email it if required. It is also recommended you keep a copy for your own records when you receive the countersigned copy.

On behalf of the customer (You):

_____ Date / Time: _____

On behalf of MAIAN MEDIA (Us):

_____ Date / Time: _____

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